

SHRI MAHESH MADHAVA RAO & SMT. UMA MAHESH RAO
ADVOCATES

Office: Mhamai Kamat Bldg., Abade Faria Square, M.G. Road, Near Secretariat, Panaji, Goa 403 001 - INDIA
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- (d) Pandurang Kenny and his wife Manda Kenny - 1/6th share.
- (e) Laxmi Kenny - 1/6th share.
- (f) Vassanti Sardessai and her husband Rauji Sardessai - 1/6th share.

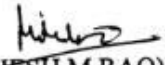
I was also shown the ORIGINAL Deed of Sale dated 13/01/2012 executed between Mr. and Mrs. Nilesh Ghanashyam Kenny and Mr. and Mrs. Ajit Ghanashyam Kenny in favour of the said Partnership firm, M/s. Kamat Real Estate Developers, from which it is seen that the said Purchaser firm has purchased from the said co-owners, their entire 1/6th share to the said entire property admeasuring 7800 square metres, for valuable consideration and on other terms and conditions more particularly set out therein, which Deed of Sale stands duly registered before the Sub Registrar of Ilhas at Panaji under no. PNJ BK1 00127 -2012 bearing CD no. PNJD12 on 13/1/2012.

I have also perused and seen the Nil Encumbrance Certificates bearing nos. 1214/12 and 1215/12, both dated 16/10/2012, issued by the Sub Registrar of Ilhas at Panaji, in respect of the said undivided 5/6th right/share and the said undivided 1/6th right/share respectively to the said property, from which it is seen that there are no registered charges in respect of the said undivided right/share for the period from 01/01/1965 to 16/10/2012. ✓

I have therefore to hold that the said Partnership firm, M/s. Kamat Real Estate Developers, are the lawful owners of 1/6th undivided share, right and title to the said property and have subsisting Agreements to acquire right, title and interest to 5/6th part of the said property by virtue of having executed the said subsisting Agreements with the remaining co-owners and that their respective titles are clean, clear and marketable.

PANAJI-GOA

DATED:-1/11/2012


(MAHESH M. RAO)
ADVOCATE

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ADDENDUM SEARCH AND TITLE REPORT

This Addendum refers to my Search and Title Report dated 29/11/2011 in respect of the property known as "TOLE BRAGANCACHI" or "PANDUDVA TOLOI COM SEUS ALTOS E MORODA" totally admeasuring 7800 square metres, situated at Caranzalem, Tiswadi Taluka, North Goa District, State of Goa, in favour of M/s. Kamat Real Estate Developers, a partnership firm, having its registered office at F/1, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa. The said entire property is described in the Land Registration office of Ilhas at Panaji under no. 19881 at page 47 reverse of Book B-53 New and enrolled in the Taluka Revenue Office (Matriz) under no. 879. A part admeasuring 5862 square metres of the said property falls within the jurisdiction of the Corporation of the City of Panaji, which part is surveyed in the city survey records of Panaji City under Chalta no. 7 of P.T. Sheet no.144 and the other part admeasuring 1938 square metres falls within the jurisdiction of the Village Panchayat of Taleigao which is surveyed in the survey records of Taleigao village under no. 71/8.

In the said principal Title Report, I have interalia held that the said Partnership firm M/s. Kamat Real Estate Developers, are having a subsisting Agreement with all the co-owners of the said property for development of the said property by construction of a building complex therein consisting of flats and other units by taking due lawful permission from all the statutory authorities and are entitled in law to sell all the units in the said building complex to prospective purchasers except those units/built-up area which are specifically agreed to be given to the co-owners of the said property.

I have now been shown the certified copy of the Order dated 14/9/2011 passed by the Inspector of Survey and Land Records, City Survey at Panaji in respect of the said property by which, the said authority has confirmed that the title and possession of the said property to the part of the said property admeasuring 5862 square metres surveyed under Chalta no. 7 of P.T. Sheet no. 144 of Panaji city is confirmed in favour of the following persons.

(a) Waman Kenny and his wife, Archana Kenny – 1/6th share.

Waman Kenny and Archana Kenny married

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SEARCH AND TITLE REPORT

This Search and Title Report is drawn at the request of MR. SANJIV U. KAMAT, Chief Executive-Finance of M/s. Kamat Real Estate Developers, a Partnership firm, having its registered office at F/1, Indira Apartments, Caetano Albuquerque Road, Panaji, Goa 403 001, which Firm is proposing to develop the said property by virtue of having executed several Agreements with all the co-owners of the said property, which Agreements shall be referred to hereinafter in this Title Report and are subsisting Agreements being duly enforceable at law and binding on all the parties to the said respective Agreements.

(a) **DESCRIPTION OF IMMOVABLE PROPERTY:-**

All that immovable property known as "TOLE BRAGANCACHI" or "PANDUDVA TOLOI COM SEUS ALTOS E MORODA" totally admeasuring 7800 square metres, situated at Caranzalem, Tiswadi Taluka, North Goa District, State of Goa. The said entire property is described in the Land Registration office of Ilhas at Panaji under no. 19881 at page 47 reverse of Book B-53 New and enrolled in the Taluka Revenue Office (Matriz) under no. 879. A part admeasuring 5862 square metres of the said property falls within the jurisdiction of the Corporation of the City of Panaji, which part is surveyed in the city survey records of Panaji City under Chalta no. 7 of P.T. Sheet no.144 and the other part admeasuring 1938 square metres falls within the jurisdiction of the Village Panchayat of Taleigao which is surveyed in the survey records of Taleigao village under no. 71/8.

The property surveyed under Chalta no. 7 of P.T. Sheet no. 144 of Panaji city is bounded as under :-

On the North:- By property bearing Chalta no. 6 of P.T.Sheet no. 144 of Panaji City.

On the South:- By property bearing Chalta no.8 and 14 of P.T. Sheet no. 144 of Panaji City.

On the East:- By property bearing Chalta no. 6 of P.T.Sheet no. 144 of Panaji City.

On the West:- By Panaji - Dona Paula road

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On the North:- By property bearing Survey no. 71/6 and 71/2 of Taleigao village.

On the South:- Partly by property bearing Survey no. 71/3A and partly by property bearing survey no. 71/11 of Taleigao Village.

On the East:- By property bearing Survey no.71/3 and 71/3A of Taleigao village.

On the West:- By property bearing Chalta no. 6 of P.T. sheet no. 144 of Panaji city.

(b) LIST OF DOCUMENTS SCRUTINIZED:-

1. Photocopy of the Certificate of description dated 14/7/2010 issued by the Directorate of Archives and Archaeology, Panaji, Goa, (in Portuguese language) in respect of the said entire property which is described in the Land Registration Office of Ilhas at Panaji under no.19881 at Folio 47 reverse of Book B-53 New.
2. Photocopy of the Certificate of inscription dated 3/8/2010 issued by the Directorate of Archives and Archaeology, Panaji, Goa, (in Portuguese language) alongwith its English translation and is in respect of Inscription no.20602 at Folio 64 reverse of Book no. G-33.
3. Photocopy of the Matriz Certificate dated 14/6/1993 issued by the Mamlatdar and Head of the Revenue office, Tiswadi Taluka at Panaji, Goa, in respect of the said property enrolled under no. 879.
4. Photocopy of the Property Card (Form D) dated 1/11/2011 in respect of the part of the said property situated at Caranzalem and surveyed under chalta no. 7 of P.T. Sheet no. 144 admeasuring 5862 square metres.
5. Photocopy of the Form no. I & XIV dated 15/9/2011 in respect of the part of the property surveyed under no.71/8 admeasuring 1938 square metres.
6. Photocopy of the Public Will dated 4/3/1993 drawn by the Testator, Mr. Krishna Waman Kenny, landlord, resident of Caranzalem, which is drawn in the Office of the Notary Ex-Officio of the Judicial Division of Ilhas at Panaji and recorded in the Book of Deeds bearing no.91 at

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- Division of Ilhas at Panaji and recorded in the Book of Deeds bearing no.91 at page 19 reverse onwards.
8. Photocopy of the Deed of Acquiescence /consent dated 4/3/1993 which is recorded in the Office of the Notary Ex-Officio of the Judicial Division of Ilhas at Panaji at page 89 onwards of the Book no. 644 by which both the said Mr. Krishna Waman Kenny and his said wife, Mrs. Radhabai Krishna Kenny, have interalia given their respective consent to each other to draw the said respective Wills.
 9. Photocopy of the Agreement dated 24/5/1993 executed between (a) Mrs. Radhabai Krishna Kenny, widow of late Krishna Waman Kenny as the First Vendor; (b) Mr. Pandurang Krishna Kenny, son of late Krishna Waman Kenny and his wife, Mrs. Manda Pandurang Kenny, as the Second Vendors; (c) Mr. Gurudas Krishna Kenny, son of late Krishna Waman Kenny and his wife, Mrs. Meena Gurudas Kenny as the Third Vendors; (d) Mr. Nilesh Ghanashyam Kenny and Mr. Ajit Ghanashyam Kenny, both sons of Mr. Ghanashyam Krishna Kenny as the Fourth Vendors; (e) Miss Laxmi Krishna Kenny, major, spinster, daughter of late Krishna Waman Kenny as the Fifth Vendor as the parties of the FIRST PART and M/S. KAMAT CONSTRUCTION PVT. LTD., a Company incorporated under the Companies Act, 1956, represented by its Director, Mr. Uday Anant Kamat as the Purchasers of the OTHER PART for sale and purchase of the entire fifth/sixth (5/6th) undivided share in the said property, for valuable consideration as mentioned therein and on other terms and conditions more particularly set out therein.
 10. Photocopy of the Agreement dated 24/5/1993 executed between Miss Laxmi Krishna Kenny as the Vendor of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the said Company has agreed to purchase her undivided one twelfth share in the said property, for valuable consideration and on other terms and conditions as set out in the said

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- Construction Pvt. Ltd., as the Purchaser of the other part, by which the said Company has agreed to purchase undivided one twelfth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
12. Photocopy of the Agreement dated 24/5/1993 executed between Mr. Gurudas Krishna Kenny and his wife, Mrs. Meena G. Kenny as the Vendors of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the said Company has agreed to purchase undivided one twelfth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
13. Photocopy of the Agreement dated 26/5/1993 executed between Mrs. Radhabai Krishna Kenny, widow of Krishna Waman Kenny as the Vendor of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase her undivided half share to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
14. Photocopy of the Agreement dated 23/6/1994 executed between Mrs. Vassanti Rauji Sardessai, daughter of late Krishna Waman Kenny and her husband, Mr. Rauji M. Sardessai, both residents of Bicholim, Goa, as the Vendors of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase undivided one twelfth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
15. Photocopy of the Agreement dated 19/04/2008 executed between Mr. Gurudas Krishna Kenny, son of late Krishna Waman Kenny and his wife Mrs. Meena G. Kenny as the Vendors of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase

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16. Photocopy of the Agreement dated 19/04/2008 executed between Mrs. Vassanti Rauji Sardessai, daughter of late Krishna Waman Kenny and her husband, Mr. Rauji M. Sardesai as the Vendors of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase undivided one sixth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
17. Photocopy of the Agreement dated 19/04/2008 executed between Mr. Pandurang Krishna Kenny, son of late Krishna Waman Kenny and his wife Mrs. Manda P. Kenny as the Vendors of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase undivided one sixth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
18. Photocopy of the Agreement dated 5/5/2008 executed between Miss. Laxmi Krishna Kenny, daughter of late Krishna Waman Kenny as the Vendor of the First Part and the said Company, M/s. Kamat Construction Pvt. Ltd., as the Purchaser of the other part, by which the Company has agreed to purchase undivided one sixth share of the Vendor to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
19. Photocopy of the Deed of Gift dated 29/9/2009 executed between Mr. Ghanashyam Krishna Kenny and his wife, Mrs. Anjani G. Kenny as the Donors of the First Part and Mr. Nilsh Ghanashyam Kenny, son of Ghanashyam Krishna Kenny and his wife, Mrs. Aparna N. Kenny and Mr. Ajit Ghanashyam Kenny, son of Ghanashyam Krishna Kenny and his wife, Mrs. Madhavi Ajit Kenny as the Donees of the second part in terms of which, the said Donors have gifted in favour of their said two sons and their said daughters in law, their undivided one twelfth share in the said property out of natural love and affection

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20. Photocopy of the Agreement for Assignment dated 22/7/2010 executed between Mr. Ajit Ghanashyam Kenny and his wife, Mrs. Madhavi Ajit Kenny and Mr. Nilesh Ghanashyam Kenny, and his wife, Mrs. Aparna N. Kenny as the Vendors of the First Part and M/s. Kamat Real Estate Developers, a Partnership Firm duly registered under the Indian Partnership Act, 1932, as the Purchaser of the other part, by which the said Vendors have agreed to sell in favour of the said Purchaser firm, their entire undivided one sixth share in the property for valuable consideration and on other terms and conditions as set out in the said Agreement.
21. Photocopy of the Agreement for Assignment dated 22/7/2010 executed between M/s. Kamat Construction Pvt. Ltd., as the Assignors of the First Part, the said Partnership Firm, M/s. Kamat Real Estate Developers as the Assignees of the Second part and Mrs. Vassanti Rauji Sardessai and her said husband, Mr. Rauji M. Sardessai as the Confirming parties of the Third Part by which the said Company assigned all its right, title and interest in the said property arising out of the said Agreement dated 23/6/1994 read with Agreement dated 19/4/2008 with the said Confirming parties, in favour of the said Partnership firm, M/s. Kamat Real Estate Developers, with due consent of the said Confirming parties.
22. Photocopy of the Agreement for Assignment dated 22/7/2010 executed between M/s. Kamat Construction Pvt. Ltd., as the Assignors of the First Part, the said Partnership Firm, M/s. Kamat Real Estate Developers as the Assignees of the Second part and Mr. Pandurang Krishna Kenny and his wife, Mrs. Manda P. Kenny as the Confirming parties of the Third Part by which the said Company assigned all its right, title and interest in the said property arising out of the said Agreements dated 24/5/1993 and 25/5/1993 read with Agreement dated 19/4/2008 with the said Confirming parties in favour of the said Partnership firm, M/s. Kamat Real Estate Developers, with due consent of the said Confirming parties.

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Developers as the Assignees of the Second part and Miss Laxmi Krishna Kenny as the Confirming party of the Third Part by which the said Company assigned all its right, title and interest in the said property arising out of the said Agreements dated 24/5/1993 and 25/5/1993 read with Agreement dated 5/5/2008 with the said Confirming party in favour of the said Partnership firm, M/s. Kamat Real Estate Developers, with due consent of the said Confirming parties.

24. Photocopy of the Agreement for Assignment dated 22/7/2010 executed between M/s. Kamat Construction Pvt. Ltd., as the Assignors of the First Part, the said Partnership Firm, M/s. Kamat Real Estate Developers as the Assignees of the Second part and Mr. Gurudas Krishna Kenny and his wife, Mrs. Meena G. Kenny as the Confirming parties of the Third Part by which the said Company assigned all its right, title and interest in the said property arising out of the said Agreements dated 24/5/1993 and 25/5/1993 read with Agreement dated 19/4/2008 with the said Confirming parties in favour of the said Partnership firm, M/s. Kamat Real Estate Developers, with due consent of the said Confirming parties.
25. Photocopy of the Agreement dated 23/7/2010 executed between Mr. Waman Krishna Kenny and his wife, Mrs. Archana W. Kenny, as the Vendors of the First Part, the said Partnership Firm, M/s. Kamat Real Estate Developers as the Purchasers of the Second part in terms of which agreement, the said firm agreed to purchase undivided one sixth share of the Vendors to the said property, for valuable consideration and on other terms and conditions as set out in the said Agreement.
26. Photocopy of the Certificate passed in Inventory proceedings bearing no. 19/93/A by the Court of the Civil Judge, Senior Division at Panaji including the consent Order dated 29/9/2010 by which, the said property was allotted in six equal shares and the Order dated 30/11/2011 confirming the allotment made in the said Inventory

"... to all the said interested parties that is to the allottees/

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27. Photocopy of the Judgment and Order dated 14/9/2011 passed by Inspector of Survey and Land Records, City survey, Panaji, in terms of which, the title and possession to the part of the said property, surveyed under Chalta no. 7 of P.T. Sheet no. 144, admeasuring 5862 square metres is confirmed in the following names.
- (a) Waman Krishna Kenny and his wife, - 1/6th -Share.
 - (b) Mr. Nilesh Ghanashyam Kenny and his wife, Aparna N.Kenny and Ajit Ghanashyam Kenny and his wife, Madhavi Kenny- 1/6th -Share.
 - (c) Mr. Gurudas Krishna Kenny and his children, Mr. Ranjit G. Kenny and his wife, Smurty R. Kenny and daughter, Mrs. Vandana Milind Sardessai and her husband Milind Rauji Sardessai- 1/6th -Share.
 - (d) Mr. Pandurang Krishna Kenny and his wife, Mrs. Manda Pandurang Kenny- 1/6th -Share.
 - (e) Miss Laxmi Krishna Kenny- 1/6th -Share.
 - (f) Mrs. Vassanti Rauji Sardessai and her husband, Mr. Rauji Sardessai - 1/6th -Share.
28. Photocopy of the Nil Encumbrance Certificate bearing no. 1555 dated 9/11/2011 issued by the Sub Registrar of Ilhas at Panaji in respect of the said property surveyed under Chalta no. 7 of P.T. Sheet no. 144 for the period from 1/11/1965 to 8/11/2011.
29. Photocopy of the Nil Encumbrance Certificate bearing no. 1556 dated 9/11/2011 issued by the Sub Registrar of Ilhas at Panaji in respect of the said property surveyed under no. 71 /8 of Taleigao village for the period from 1/11/1965 to 8/11/2011.
- (c) FLOW OF TITLE:-

I have carefully seen, perused and scrutinized all the said documents produced for my scrutiny and referred to hereinabove and from the scrutiny and analysis of the above referred documents, as well as from the personal search carried by me, it is seen that there exists an immovable property known as "TOLE BRAGANCACHI" or "PANDUDVA TOLOI COM SEUS ALTOS E MORODA" totally admeasuring 7800 square metres, situated at

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Taluka Revenue Office (Matriz) under no. 879. A part admeasuring 5862 square metres of the said property falls within the jurisdiction of the Corporation of the City of Panaji, which part is surveyed in the city survey records of Panaji City under Chalta no. 7 of P.T. Sheet no.144 and the other part admeasuring 1938 square metres falls within the jurisdiction of the Village Panchayat of Taleigao which is surveyed in the survey records of Taleigao village under no. 71/8. The boundaries of both the said parts of the said entire property are given in Para (a) of this Report hereinabove.

It is further seen that the said entire property earlier belonged and was owned by one Mr. Ubaldo Francisco Da Cunha alias Mr. Ubaldo Francisco Caetano Da Cunha, bachelor, who hailed from Candolim village, Bardez Taluka, but was then residing at Bombay on account of his employment. By Public Deed of Sale dated 3/8/1949, executed before the then Notary, Mr. Socrates Da Costa, at page 9 reverse onwards of the Book of Deeds no.426, the said Ubaldo sold the said entire property in favour of Mr. Krishna Waman Keni, businessman from Taleigao, for valuable consideration of Rs.11,600/-. As a result, the said property was thereafter inscribed in favour of Mr. Krishna Waman Kenny under Inscription no. 20602 at page 64 reverse of Book no. G-33 and the said property was so transferred in favour of the said Mr. Kenny in the Land Registration records on 12/8/1949, as is seen from the Certificate of inscription referred to above. In the Matriz records, the said property stands enrolled in favour of the said Mr. Ubaldo Francisco Da Cunha, who was the said predecessor in title of the said Mr. Krishna Waman Kenny. The said Krishna Waman Kenny and his wife, Mrs. Radhabai were married under the regime of communion of property and, therefore, under the law, both the said Mr. Krishna W. Kenny and Mrs. Radhabai, became the lawful co-owners of the said property and derived a clean, clear and marketable title to the same.

By Public Will dated 4/3/1993 and by Public Will dated 5/3/1993 read with Deed of Acquiescence/Consent dated 4/3/1993, referred to above, it is seen that both the said Mr. Krishna Waman Kenny and his wife, Mrs. Radhabai bequeathed the said entire property in six equal shares, out of their

... in favour of (i) their five children, namely (a) Waman Krishna

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The said Krishna Waman Kenny expired on 12/3/1993 and as a result, the said Will dated 4/3/1993 came into effect. On his death, his said widow, Mrs. Radhabai K. Krishna became entitled to half undivided right in the said property as his moiety holder and the remaining half share was inherited by his six children namely, (a) Mr. Pandurang Krishna Kenny married to Mrs. Manda P. Kenny; (b) Mr. Gurudas Krishna Kenny married to Mrs. Meena G. Kenny; (c) Miss Laxmi Krishna Kenny; (d) Waman Krishna Kenny married to Mrs. Archana W. Kenny; (e) Mrs. Vassanti Rauji Sardessai married to Mr. Rauji M. Sardesai; (f) Mr. Ghanashyam Krishna Kenny married to Anjani G. Kenny and as testamentary heirs, by his two said grandsons, namely Mr. Nilesh Ghanashyam Kenny and Mr. Ajit Ghanashyam Kenny.

It is further seen that the said Mrs. Radhabai K. Krishna expired on 5/4/2007, as a result of which, her said Will dated 5/3/1993 came into effect and as a result, her half undivided share to the said property was inherited by her said six children and by the said two testamentary heirs, her said grand sons whose names are enumerated hereinabove in the preceding para.

It is further seen that the wife of Mr. Gurudas Krishna Kenny, namely Mrs. Meena G. Kenny expired on 23/7/2010, leaving behind her, the said Gurudas Kenny as her moiety holder and as her legal heirs, her two children, namely, Ranjit Gurudas Kenny married to Smurty Kenny and one daughter, Mrs. Vandana Milind Sardesai married to Milind R. Sardesai.

It is further seen that Inventory proceedings were filed and instituted in the Court of the Civil Judge, Senior Division at Panaji which was registered as Inventory proceedings bearing no. 19/1993/A on the death of the said Krishna Waman Kenny for partition of the estate left behind on his death and which was instituted by one of his sons, Mr. Ghanashyam Krishna Kenny.

By Deed of Gift dated 29/9/2009, referred to above, Mr. Ghanashyam Krishna Kenny and his wife, Mrs. Anjani G. Kenny, gifted their undivided one twelfth share in the said entire property in favour of their said two sons, Nilesh and Ajit and their said respective wives, namely, Mrs. Aparna N. Kenny and Mrs. Madhavi Ajit Kenny, which gift, has been duly accepted by

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Nilesh Ghanashyam Kenny and Mr. Ajit Ghanashyam Kenny alongwith their said respective spouses, therefore, became the lawful owners and became entitled to one sixth undivided right to the said property, as, the said Nilesh and Ajit were the owners of undivided one twelfth share in the property by virtue of the said two wills dated 4/3/1993 and 5/3/1993 of their said grand parents namely Krishna Waman Keny and his wife, Mrs. Radhabai Krishna Kenny.

In the meantime, in the said Inventory proceedings, an application came to be filed on 21/9/2010 in terms of which, all the interested parties interalia agreed that the said property was to be allotted in six equal parts to the following interested parties:-

- a) 1/6th undivided share to Waman Krishna Kenny and his wife, Mrs. Archana Waman Kenny.
- (b) 1/6th undivided share to Mr. Pandurang Krishna Kenny and his wife, Mrs. Manda Pandurang Kenny.
- (c) 1/6th undivided share to Miss Laxmi Krishna Kenny.
- (d) 1/6th undivided share to Mrs. Vassanti Rauji Sardessai and her husband, Mr. Rauji Sardessai.
- (e) 1/6th undivided share to Mr. Gurudas Krishna Kenny and to his two children, Mr. Ranjit G. Kenny and his wife, Smurty R. Kenny and Mrs. Vandana Milind Sardessai and her husband Milind Rauji Sardesai;
- (f) 1/6th undivided share to Mr. Ajit Ghanashyam Kenny and his wife, Mrs. Madhavi A. Kenny and to Mr. Nilesh Ghanashyam Kenny and his wife, Aparna N. Kenny.

The said Inventory proceedings were thereafter disposed off by the said Court by Order dated 30/11/2010, confirming the allotment made therein. As a result of the allotment made in the said Inventory proceedings, therefore, the said entire property is presently owned by the following co-owners in the proportion of one sixth share:-

- (a) 1/6th undivided share to Waman Krishna Kenny and his wife, Mrs. Archana Waman Kenny

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- (e) 1/6th undivided share to Mr. Gurudas Krishna Kenny and to his two children Mr. Ranjit G. Kenny and his wife, Smurty R. Kenny and Mrs. Vandana Milind Sardessai and her husband Milind Rauji Sardessai;
- (f) 1/6th undivided share to Mr. Ajit Ghanashyam Kenny and his wife, Mrs. Madhavi A. Kenny and to Mr. Nilesh Ghanashyam Kenny and his wife, Aparna N.Kenny.

In the city survey records, an Order stands passed on 14/9/2011 by which, the said co-owners have been shown as the lawful holders of one sixth share to the said property and in the form no. I & XIV, the same co-owners are shown as the sole occupants of the said property by virtue of Mutation proceedings no.21980. From the Nil Encumbrance Certificate of both the said properties referred to above, it is seen that there are no registered charges or encumbrances in respect of the said entire property for a period of more than 45 years. I have no hesitation in holding that the said co-owners are today the lawful owners of the said entire property referred to above and have a clean, clear and marketable title to the same.

It is further seen that by four separate Agreements all dated 24/5/1993 and by two different Agreements dated 26/5/1993 and 23/6/1994 respectively, the said Company, M/s. Kamat Construction Pvt. Ltd., agreed to purchase the undivided shares of the said co-owners to the said property for valuable consideration as mentioned in the said respective Agreements. All the said Agreements were subsisting Agreements being duly enforceable at law and were binding on all the parties to the said Agreements.

All the said Agreements were executed immediately after the death of the said Mr. Krishna W. Kenny, who, as aforesaid, expired on 12/3/1993. Thereafter, after the death of the said Mrs. Radhabai K.Kenny, who expired on 5/4/2007, three separate Agreements all dated 19/4/2008 and one dated 5/5/2008, were executed by the said Company, M/s. Kamat Construction Pvt. Ltd., with the said Co-owners. All the said four Agreements were also subsisting Agreements being duly enforceable at law and binding on

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respectively which they had with all the co-owners in favour of the Partnership firm, M/s. Kamat Real Estate Developers, with the consent of the respective co-owners for valuable consideration. One of the said Co-owners, Mr. Waman Krishna Kenny and his wife, Mrs. Archana Waman Kenny, by Agreement dated 23/7/2010, agreed to sell their one sixth undivided share in the property in favour of the said Partnership Firm, M/s. Kamat Real Estate Developers for valuable consideration and on other terms and conditions as set out therein. Similarly, the co-owners Ajit Ghanashyam Kenny and Mrs. Madhavi A. Kenny and Nilesh Ghanashyam Kenny and Aparna N. Kenny, by Agreement dated 22/7/2010, agreed to sell their one sixth undivided share in the said property in favour of the Partnership firm, M/s. Kamat Real Estate Developers, for valuable consideration and on other terms and conditions as set out therein. All the said Agreements for assignment are subsisting Agreements being duly enforceable at law and are binding on the said co-owners.

In view of the above, I have to hold that the said Partnership firm, M/s. Kamat Real Estate Developers are having subsisting Agreements with all the co-owners of the said property for development of the said property by construction of a building complex therein consisting of Flats and other units by taking due lawful permission from all the statutory authorities and are entitled in law to sell all the units in the said building complex to prospective Purchasers except those units/ built-up areas which are specifically agreed to be given to the said co-owners.

PANAJI- GOA

DATED:-29/11/2011

